



## State of Utah Agency/Division Telecommuting Contractual Agreement

1. CONTRACTING PARTIES: This contract is between the referred to as Division, and the following Employee:

Agency/Division

EMPLOYEE

Name

Employee Identification Number

Secondary Work Location Address

Secondary Work Location Phone Number

City

State

Zip

2. GENERAL PURPOSE OF CONTRACT:

To allow Employee to participate in the Division Telecommuting Program where Employee can perform their assigned work outside of the office, relieving the Employee from the daily commute to the office when it will benefit both the Division and the Employee.

3. SCHEDULED WORKING DAYS AND HOURS:

Telecommute Hours

Office Hours

Saturday	-
Sunday	-
Monday	-
Tuesday	-
Wednesday	-
Thursday	-
Friday	-

HH:MM AM/PM

Saturday	-
Sunday	-
Monday	-
Tuesday	-
Wednesday	-
Thursday	-
Friday	-

HH:MM AM/PM

4. HOURS AVAILABLE BY TELEPHONE -

5. TELEPHONE CHARGE REIMBURSEMENT. The following is the arrangement agreed upon for handling telephone calls made by the Employee from the remote work location for Division business (i.e. second phone line, long distance calls)

6. ATTACHMENT A: Telecommuting Contract Terms and Conditions  
ATTACHMENT B: Performance Plan  
ATTACHMENT C: State of Utah Information Technology Resources Acceptable Use Policy  
ATTACHMENT D: Division Hardware/Software Telecommuting Inventory List  
ATTACHMENT E:

Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A.

7. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:

a. All other governmental laws, regulations, or actions applicable to the privileges authorized by this contract.

8. Describe and designate telecommuting remote work-site (include size, furniture, characteristics, separation from living area, etc.). This scope of the telecommuter's work will be limited to this workspace.

9. Job assignments addressed by this telecommuting agreement:

10. Additional conditions agreed upon by the telecommuter and the supervisor are as follows:

I have carefully read and understand the contents of this document, the telecommuting guidelines and policies, and the attachments and I specifically intend it to cover the full period that I participate in the Division Telecommuting Program. I understand and agree to abide by the Telecommuting Contract Terms and Conditions of the agreement. I understand all policies and procedures that are in effect while telecommuting and understand the work hours, designated work space, safety and security measures; and agree to protect the Division's assets, information, and proprietary information. I understand that telecommuting is a voluntary arrangement that can be altered or terminated by either myself or by the Division at any time with or without cause.

This agreement is effective \_\_\_\_\_ Until \_\_\_\_\_ unless terminated early or extended in  
MM/DD/YYYY MM/DD/YYYY  
accordance with the terms and conditions of this contract.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Employee's Name

\_\_\_\_\_  
Employee's Position

\_\_\_\_\_  
Supervisor's Signature

\_\_\_\_\_  
Section Manager's Signature

\_\_\_\_\_  
Division Director's Signature

Attachment A  
TELECOMMUTING CONTRACT TERMS AND CONDITIONS

**Scope of Agreement:** Employee agrees to perform services for the Division as a "Telecommuter". Employee agrees that telecommuting is voluntary and may be terminated at any time, by either the Division or the Employee, with or without cause.

Other than those duties and obligations expressly imposed on Employee under this agreement, the duties, obligations, responsibilities and conditions of Employee's employment with the Division remain unchanged. Employee salary, pension, benefits and state-sponsored insurance plans shall not change due to participation in the telecommuting program.

The term "remote work-site" shall mean Employee's approved work space located at the Employee's residence or any remote office location approved by Employee's supervisor. The term "primary work-site" shall mean Employee's usual and customary work address.

**Terms of Agreement.** This Agreement shall become effective as of the date of this contract, and shall remain in full force and in effect as long as Employee telecommutes, unless terminated sooner by either the Employee or Division.

**Termination of Agreement.** Employee's participation as a telecommuter is entirely voluntary and is available only to employees deemed eligible at Division's sole discretion. There exists no right to telecommute. Either party may terminate Employee's participation as a telecommuter, with or without cause, upon reasonable notice thereof, in writing, to the other. This Division will not be held responsible for costs, damages or losses resulting from cessation of participation as a telecommuter. This writing is not a contract of employment and may not be construed as such.

**Work Schedule, Overtime, Vacations:** Employee agrees the specific work schedule will be determined with the employee's supervisor. The employee will work at home during the hours agreed upon by the employee and his or her supervisor. Changes to this schedule will be reviewed and approved in advance by the employee's supervisor. Employee agrees that work hours, overtime compensation and vacation schedule will conform to the terms agreed upon by Employee and the Division. As in the office, FLSA regulations apply and overtime, if eligible, must be approved in advance.

**Telecommuting and Incidental Equipment:** Employee agrees that use of equipment, software, data, supplies and furniture, provided by the Division for use at the remote work location, is limited to authorized person and for purposes relating to the business, including self-development, training and tasks.

**Equipment:** The Division, at its sole discretion, may choose to purchase equipment and related supplies for use by Employee while telecommuting or permit the use of Employee-owned equipment. The decision as to the type, nature, function and/or quality of electronic hardware (including, but not limited to, computers, video display terminals, printers, modems, data processors and other terminal equipment), computer software, data and telecommunications equipment (i.e. phone lines) shall rest entirely with the Division. The decision to remove or discontinue use of such equipment, data and/or software shall rest entirely with the Division.

Equipment and software purchased by the Division for use by Employee shall remain the property of the Division. The Division does not assume liability for loss, damage or wear of Employee-owned equipment.

**Use of Personal Equipment:** Employee certifies that Employee voluntarily agrees to utilize the Employee's personal computer and/or any other personal equipment for work related activities at Employee's home or at other locations away from Employee's normal office. Employee agrees that Employee will release, acquit and forever discharge the State of Utah, its agencies, departments, officers, employees, volunteers, or agents from any and all liability, claims, demands, actions and causes of actions whatsoever for any loss, injury, harm or claim to Employee or to Employee property that occurs in the course and scope of Employee's use of Employee personal property or equipment for state business. Employee also certifies that Employee understands that Employee will not be compensated in any way for the use of Employee personal computer or other personal property. Employee agrees to notify the Division immediately upon the malfunction or failure of any equipment or software and take other appropriate action.

**Technology Policy:** Employee agrees to abide by the rules and/or policies of the department with regard to the use of state equipment and agrees to abide by the terms and conditions of the State of Utah Information Technology Resources Acceptable Use Policy. Employee acknowledges that misuse of the department equipment or violation of the department computer or other equipment policy may result in disciplinary action being taken to include loss of the privilege of telecommuting.

**Equipment Failure or Malfunction:** In the event of equipment failure or malfunction, Employee agrees to immediately notify the Division in order to effect immediate repair or replacement of such equipment. In the event of delay in repair or replacement, or any other circumstance under which it would be impossible for Employee to telecommute, Employee understands that Employee may be assigned to do other work and/or assigned to another location, at the Division's sole discretion.

Furniture, lighting, environmental protection and household safety equipment incidental to use of Division-owned equipment, software and supplies shall be appropriate for their intended use and shall be used and maintained in a safe condition, free from defects and hazards.

**Supplies:** Employee agrees to obtain from the central office all supplies needed for work at the alternate location; out-of-pocket expenses for supplies regularly available at the Division office will not normally be reimbursed.

**Work-Site:** Employee agrees to designate a work space within Employee's remote work-site for placement and installation of equipment to be used in the projects. Employee shall maintain this work space in a safe condition, free from hazards and other dangers to Employee and equipment. The site chosen as Employee's remote work-site must be approved by the Division. Worker's compensation liability will be limited to this work space as opposed to applying to all areas of the home.

**On-Site Visits:** Employee agrees that the Division may make on-site visits to the remote work-site for the purpose of determining that the site is safe and free from hazards, and to maintain, repair, inspect or retrieve Division-owned equipment, software, data and/or supplies. In the event legal action is necessary to regain possession of Division-owned equipment software, data and/or supplies, Employee agrees to pay all cost of suits incurred by Division, including attorney's fees, should the Division prevail.

**Liability for injuries:** Employee agrees that Worker's Compensation benefits shall be available for work related injuries or illnesses sustained or contracted during the course and scope of the Employee's employment. Employee also agrees that worker's compensation shall be the exclusive remedy for any and all job related injuries, or illnesses whether sustained or contracted at the Employee's primary or remote work-site.

Employee agrees that the Employee will continue to retain the standard liability coverages and protections provided by the state under the "Utah Governmental Immunity act" for the work activities and products conducted or developed during the time the Employee works at their telecommuting or remote work-site.

However, the Employee agrees to release, acquit, and forever discharge the State of Utah, its agencies, departments, officers, employees, volunteers or agents from any and all liability, claims, demands, actions and causes of actions arising from damage to Employee, to Employee's family, to Employee's property, and all others arising from activities not directly associated with the Employee's work activities.

If the Employee experiences a work-related accident at the telecommute or remote work-site, Employee is to report it immediately to the Employee's supervisor, in the same manner as if it occurred at the regular work site.

**Miscellaneous Conditions:** Employee remains obligated to comply with all state rules, policies, practices, instructions, and this Agreement and understands that violation of such may result in a preclusion from telecommuting and or disciplinary action, up to and including termination of employment.

**Child and/or Elder Care:** Employee agrees they will not provide primary care for children or elders who would otherwise require a provider's care during contractually-agreed upon telecommuting hours. If such children or elders will be in the home during the Employee's at-home working hours, some other individual must be present to provide primary care to those children or elders.